

# **EXHIBIT 1**

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### **Declaration of Benzor Shem Vidal**

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I, Benzor Shem Vidal, declare that the following is true and correct based on my personal knowledge:

1. I was born and grew up in the Philippines with very little money. There were even times when I was a kid when my family didn't have enough money to pay for food, and my parents would have to borrow money from friends just to get by.

2. Growing up, my life was also hard because my brother has a serious disability. He is non-verbal and has always needed full-time care from my parents. But my mother passed away in 2020, so now it's just my dad. My brother needs my father to feed and bathe him.

3. This has made it difficult for my father to work outside the home. Instead, he has to constantly work at home to support my brother.

4. This has made it hard for my family to meet our most basic needs like food, housing, and medicine, and it has caused me stress for almost my entire life, especially now that it's just my father around.

5. I knew since I was a kid that I had to find a way to make a decent living, and for many years, I thought that meant that I had to come to the United States. That would really be the only way I could support my family.

6. I also wanted to dedicate my life to caring for people—that's always what I'd been good at, even when I was a kid, so I thought I would work as hard as I possibly could to go to nursing school.

7. I started nursing school in 2012 in the Philippines. It cost us about \$1,000 per semester to go to nursing school, and this was more money than my family had. But my parents used loans to help me pay because we all thought I'd be able to make more money for my family in the future if I became a nurse.

8. I finally graduated from nursing school in 2016.

9. I then worked at a hospital in the Philippines from 2016-2018. I made a little money working in the Philippines, but it wasn't enough to support my parents and my brother. I made about \$200 every month. Also, the quality of the care I was providing wasn't what I wanted to give.

10. I was desperate to find a way to come to the United States. It was the only way I felt like my family could really survive.

11. I learned about Advanced Care Staffing around 2018 or 2019. I didn't really know a lot about them, but they were promising a way to come to the United States.

12. I started talking to them in 2019, and I signed a contract with them in May 2019.

13. I didn't have any chance to negotiate the contract with them. The contract said that if I didn't work for them for at least two years, I would have to pay them \$20,000. It was more money than I could make in five years in the Philippines. That was more money than I'd ever had, but I didn't know what else to do. I had to find a way to make a little more money, and the company was telling me I'd have a good life and a good job in the U.S.

14. After I signed the contract to come to the United States, it still took a very long time for my immigration paperwork to go through. I was waiting for years, doing the best I could to try and make things go faster.

15. I even paid more money to make my paperwork go faster. I think it was just over \$1,000. This was about three-quarters of my savings, but again, I didn't know what else to do. If I didn't come to the United States quickly, my family wouldn't have enough to survive, especially because they were buried in the debt they took on to help me go to school and the loans they have had to take out to get by.

16. Even with the money I paid, it took about four years for my visa paperwork to go through.

17. While I was waiting for the paperwork to go through, I had an opportunity to go and work in the U.K. as a nurse.

18. In the U.K. things were a little better. I earned about \$3,000 per month, so about \$36,000 per year. My living expenses were about \$2,200 or \$2,300 per month to live in a two-bedroom apartment with a roommate in the Limehouse neighborhood in London.

19. Most of the remainder went to my father and brother—about \$500 or \$600 per month. My father told me that without this money, they would have struggled to pay their rent, for food, and to give my brother and my dad healthcare.

20. In late 2021, I learned that my immigration paperwork had been approved to come to the United States. While I was making more money in the U.K. than I'd been making in the Philippines, it really wasn't enough to get by, and I thought I could make a little more in the United States. I quit my job in the U.K. and told my boss I was moving.

21. But after I quit my job, Advanced Care Staffing emailed me and told me I had to sign a new contract before I would be allowed to come to the U.S. They sent me the contract in an email. It was many pages long and included lots of different terms. I didn't understand it, but they also made me feel like I had to sign it if I wanted the job.

22. It had already taken about four and half years, and I couldn't imagine waiting longer. I also didn't know what to do because I had already quit my job in the U.K., and I couldn't stay there much longer.

23. At the time, I had no idea what an arbitration agreement was. I certainly had no idea what arbitration could cost. I was really desperate to get to the U.S. for my job and to support my family.

24. I also didn't think much about arbitration because I thought it wouldn't affect my life. I thought that my job for Advanced Care Staffing was going to be safe and fair and with safe staffing ratios. That's what they promised me.

25. I also was also really worried about the original contract that said that I would have to pay \$20,000 if I left the job. Not signing the new contract would mean leaving the job, but I didn't have \$20,000 to pay. I didn't even have the money to pay the next month's rent in the U.K. I had quit my job in the U.K., and I'd have to leave the country soon.

26. I had no choice but to sign the new contract. I signed it in January 2022, and I finally came to the United States in March. Before I came to the United States, Advanced Care Staffing told me that I would be responsible for 20-30 patients in the U.S. But after I came to the United States, Advanced Care staffing told me I had to work for a nursing home in Brooklyn where I had to treat about 40-50 patients at a time.

27. Almost immediately after I started to work in the United States, I saw that my work was exhausting and did not allow me to provide safe care to my patients. My working conditions were horrible, unsafe, and often scary.

28. I frequently heard my patients buzzing their call buttons for me because they needed urgent help, but I couldn't get to them in time. I had patients screaming out because they were in pain.

29. I did not have enough breaks, including lunch breaks, because the nursing home never had enough people, which made it nearly impossible to take breaks more than just a few minutes at a time.

30. I also routinely got sick and worried I did not have enough time to recover.

31. When I told my supervisor about my grueling workload, the supervisor told me that there was nothing they could do.

32. I was also deeply concerned about my ethical and professional responsibilities because it was impossible to give patients adequate care with the number of patients I had. I grew very concerned that because of how hard everything was that a patient of mine would become injured or even die and that I would lose my license.

33. That made me terrified for my patients but also terrified for myself. My license is the most important thing I have. It allows me to practice my job and make a little money for my family.

34. After months of being terrified, I asked Advanced Care Staffing what my options were because I felt like I was putting my personal health, health of my patients, and professional license at risk.

35. I was so terrified to quit my job, but I also felt like I didn't have any choice. I didn't know what to do. I felt as depressed as I'd ever felt in my life. I told Advanced Care that I had to find somewhere else to work.

36. In response, I received a letter from a law firm that told me I would be responsible for damages of *at least* \$20,000 and that I could be responsible for the cost of recruiting and hiring my replacement, which would cost more than \$9,000 a year over three years. That letter is attached here as Exhibit A.

37. They also told me that if I didn't go back to work, they would bring a case against me in arbitration. They said that I would be responsible for paying all the "attorney's fees and costs" in the arbitration, and they said that the contract made me pay them all the costs and fees that they had to spend going after me for leaving my job.

38. I don't know how much money arbitration costs exactly, and I don't know how much lawyers cost because I don't know much about the American legal system.

39. But based on what I've heard, arbitration and attorney's charges for Advanced Care Staffing could cost many thousands of dollars. I knew that much right away.

40. They told me they wanted me to think about these costs and "reconsider" my "course of action" and "honor [my] promise."

41. I knew they were trying to threaten me with these costs and fees related to the arbitration. They wanted me to "reconsider" based on those threats.

42. I felt so bad and scared because they were the ones who hadn't honored their promises to me. My job was scary and hard, and I was worried about my license. I was also terrified of arbitration, and I knew I couldn't pay. But I just felt like I had no choice.

43. I don't have the money to pay for this arbitration, and the longer the arbitration goes, the more scared I am that I will be buried in costs.

44. I heard that Advanced Care Staffing paid over \$2,000 to AAA to file this case against me, and that they're trying to get that amount back from me. I don't even have the money

to pay their filing fee. I couldn't afford on top of that even one hour of the arbitrator's time, which AAA told me was going to be more than \$400 per hour.

45. Even one hour of time on this case is something I can't afford if I still want to get by and do what I need to do for my father and brother.

46. I also know that I could bring my own claims against Advanced Care Staffing in this arbitration, but I don't know if I can risk that. That will just make the case longer and harder, and if I lose, I'll owe even more money. Even one more hour of the arbitrator's time would be hundreds of dollars that I could send to my father and brother.

47. I can't afford what Advanced Care Staffing says I owe now, but it will destroy me financially if this arbitration takes more time.

48. Every month, after I pay for my living expenses and send money to my family, I have only a couple hundred dollars left over, which won't even begin to cover the costs of arbitration and Advanced Care Staffing's attorney's fees.

49. My family in the Philippines needs about \$1,000 per month now just to get by. I'm so scared for them.

50. I'm also paying about \$1,850 in rent every month to live with a roommate in Morningside Heights in Manhattan.

51. I also have to pay for food, transportation, and other living expenses, which come to more than \$1,000 per month usually.

52. For Advanced Care Staffing, I made around \$3,500 per month after taxes. Now, I earn about \$4,500 per month or a little more after taxes.

53. It also feels like Advanced Care Staffing is trying to steal from me. I only made between \$1,000 and \$1,500 in my last week of work for Advanced Care Staffing (before taxes),




but now they're saying that I owe them thousands and thousands of dollars in their "lost profits"—even the filing fee in this case is more than they paid me for a whole week of work.

54. This arbitration brought against me has been a nightmare. When Advanced Care Staffing first came to threaten me with the arbitration after I had left my job, I felt like I had to go back to work—like they were punishing me with this horrible arbitration. But I kept thinking about how hard, scary, and dangerous it was to work for Advanced Care Staffing, and I felt like I couldn't do it. I needed money for my father and brother, but if I lost my license, I'd be no use to them.

55. Then the arbitration started, and everything was happening so fast. I didn't know what to do. I kept asking for some time to find a lawyer, but I couldn't afford to pay anyone. Finally, I found lawyers to at least try and help me get out of this arbitration and because they are from a non-profit they aren't charging me.

56. But the arbitration keeps happening so fast. They assigned an arbitrator even though I asked for more time for that. At the end of this arbitration, I could owe Advanced Care Staffing even more money. Each day in arbitration is more money that they're punishing me with. But I can't go back to work for Advanced Care Staffing. I know I couldn't do that.

Executed on November 10, 2022.

DocuSigned by:  
  
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Benzor Shem Vidal

# EXHIBIT A



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SAMI ASAAD  
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June 22, 2022

VIA EMAIL (shem15418@gmail.com)

Benzor Shem Vidal  
1353 Saint Marks Ave  
Brooklyn, NY 11233

**Re: Your Employment Agreement with Advanced Care Staffing**

Dear Mr. Vidal:

We are attorneys for Advanced Care Staffing, Inc. (“Advanced Care”), and we write to you in regard to your resignation letter dated June 15, 2022.

As you know, you entered into an Employment Agreement with Advanced Care on May 8, 2019, which was amended and restated in an Amended and Restated Employment Agreement dated January 4, 2022 (the “Agreement”). Advanced Care agreed to sponsor your petition to work in the United States as a Nurse under an employment based Immigrant (“green card”) Visa. Advanced Care also agreed to pay (or reimburse) all the fees in connection with your sponsorship, including, among other things, immigration and credentialing fees. In exchange, you agreed to provide services to Advanced Care in the U.S. for a period of three years.

Advanced Care fulfilled its obligations to you and successfully sponsored your green card. Advanced Care invested thousands of dollars in getting you to this point. In addition to the sponsorship, Advanced Care provided you with two thousand dollars for housing plus several hundred dollars for groceries (gift cards) and transportation. Additionally, Advanced Care paid you an hourly rate that was higher than what was promised to pay according to the Agreement. All of this was done because you had promised to complete a three-year term. Yet, following your arrival in the U.S. on the Advanced-Care-sponsored visa, you submitted your resignation after **only three months**.

Your resignation prior to the conclusion of the three-year term causes Advanced Care significant damages. Therefore, in the event you proceed with your resignation, Advanced Care would seek to be made whole as to the benefit of the bargain it made with you. Although Advanced Care’s damages would ultimately be determined by an arbitrator pursuant to the Agreement, Advanced Care will present evidence demonstrating that its damages are at least \$20,000 (not counting attorney’s fees and costs that would be incurred in the arbitration). As mentioned already, Advanced Care would seek the thousands of dollars of lost investment made in helping you get to this point. Also, although Advanced Care is seeking to reduce its losses by seeking a replacement, given the current market conditions, recruiting and hiring a replacement

Benzor Shem Vidal  
June 22, 2022

nurse(s) is expected to cost over \$9,000 dollars per year over the remainder of your three-year term.

When you signed the Agreement, you acknowledged that resigning without Good Reason prior to completion of your promised term would cause Advanced Care to suffer damages. Section 10(a)(1) of the Agreement states:

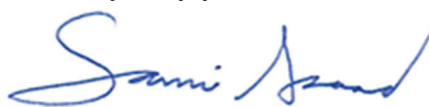
Employee acknowledges that if Employee fails to fulfill Employee's obligations under this Agreement, Employer will suffer significant harm arising from the significant investment related to the recruitment, training, credentialing, and placement in the United States and the reasonable expectation that Employee will maintain full-time employment with Employer for the maximum amount of time under this Agreement. In addition, Employee recognizes that Employer will suffer significant loss of profits (reflecting not only loss of anticipated profits under this Agreement but also resulting from the impact on Employer's relationship with its Clients) in the event Employee fails to fulfill Employee's obligations under this Agreement. Therefore, the parties agree that if Employee terminates this Agreement without Good Reason (as defined below), or if Employer terminates this Agreement for Cause (as defined below), Employer shall be entitled to all damages and other relief to redress the harm caused by the failure of Employee to fulfill Employee's obligations under this Agreement.

In addition, Section 14 of the Agreement provides that "Employee shall reimburse Employer for all reasonable costs, including all attorneys' fees, that Employer incurs in enforcing its rights and remedies under this Agreement."

Without waiver of any of Advanced Care's rights, we invite you to reconsider your course of action and honor your promise to complete the contractual term. Alternatively, if you intend to proceed with your resignation and wish to discuss a pre-arbitration resolution, please contact me at my direct line: 860-740-1357.

If we do not hear from you on or before June 29, 2022, we will proceed accordingly, with Advanced Care reserving the right to pursue all available legal remedies.

Very truly yours,



Sami Asaad